BENGALURU SOUTH CITY CORPORATION

Tend no: EE/BTM/Kppp/06/2026-27
Date: 20-06-2026

REQUEST FOR PROPOSALS (RFP)

Consultancy services for preparation of DPR including survey, Estimation for Providing white topping road to 100 feet from Hosur road service road to Ejipura Main road junction and other improvements in BTM Layout constituency

OFFICE OF THE EXECUTIVE ENGINEER,

BTM layout division GBA commercial complex

2nd floor Hosur main road Adugodi

Bengaluru, Karnataka 560030

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BENGALURU SOUTH CITY CORPORATION

Office of the Executive Engineer, BTM Layout Division, GBA Complex, 2nd Floor, Laskar Hosur Road, Adugodi, Bangalore-560030. Mail-bbmpeebtm@gmail.com

No.EE/BTM/Kppp/06/2026-27
Date: 20-06-2026

INVITATION FOR TENDERS (IFT)
(Two Cover System)
(Through GOK KPPP Portal Only)

1. Executive Engineer, BTM Layout division on behalf of the Commissioner, Bengaluru South City Corporation invites tender for the following services from reputed Consultants for providing detailed project report (DPR) for BTM Layout Division for the following two works through Kppp portal www.Kppp.karnataka. gov.in.

Sl No.	Name of the work	Project Cost (Amount in Lakhs)	EMD (Amount in Lakhs)
1st Call			
1	Consultancy services for preparation of DPR including survey, Estimation for Providing white topping road to 100 feet from Hosur road service road to Ejipura Main road junction and other improvements in BTM Layout constituency	3000.00	30000.00
2	Consultancy services for preparation of DPR including survey, Estimation for Desilting Regarding and Construction of pilot drain in the Diversion Channel Along with Lake Improvement works including pathway development pitching, Aeration systems and	3000.00	30000.00

Sl No.	Name of the work	Project Cost (Amount in Lakhs)	EMD (Amount in Lakhs)
	comprehensive infrastructure Enhancement at Madiwala Lakte		
3	Consultancy services for preparation of DPR including survey, Estimation for Construction of Pilot Drain, Bed correction work, construction of retaining wall and other allied works to K-100 and K-200 in BTM Layout Constituency	2000.00	20000.00

1. Request for Proposal (RFP) is open to all consultants in the e-procurement platform. The detailed RFP with the Bid document can be downloaded from the e-procurement portal
2. **Tenders from Joint ventures are not acceptable**
3. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka e–Procurement Website www.eproc.karnataka.gov.in from **22-06-2026** under login for Contractors. After login to Contractors, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non refundable.
4. Proposals must be accompanied by **Earnest Money Deposit** which should be paid online through e-Procurement portal using any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), over the Counter (OTC).
5. Proposals must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. Technical Proposals of the RFP Document will be opened at prescribed time and date in the e-procurement portal,
6. The last date for submission of completed documents is **29-06-2026** before **4.00 PM**
7. The Technical Bid will be opened on **30-06-2026** @ **4.30 PM**

Sd/-
Executive Engineer
BTM Layout Division
Bengaluru South City
Corporation

Copy Submitted to:

Consultant

Executive Engineer BTM Layout Division

1. The Commissioner BSCC for kind information.
2. Copy submitted to the Addl. Commissioner (Finance) &Tender bulletin officer, BSCC for requesting to publish the tender notification in tender bulletin.
3. Copy submitted to the Engineer-In-Chief for kind information GBA.
4. Copy submitted to the Chief Engineer (South Zone-2) for kind information BSCC.
5. Copy submitted to Chief Auditor and Chief Account officer for kind information GBA.
6. Copy submitted to A.C.F (South Zone-2) for kind information.
7. Copy to APRO BSCC with request to make arrangements for publication of notification in two leading daily Kannada and English News papers.
8. Copy to Acct.Suptd / Cashier of division office for needful.
9. Copy to I.T.Advisor with Soft copy for needful action to place in the GBA website.
10. Notice Board / Office copy.

Executive Engineer
BTM Layout Division
Bengaluru South City Corporation

SECTION 2

TERMS OF REFERENCE (ToR)

2.1 Background

Bengaluru South City Corporation (BSCC) is desirous of obtaining Consultancy services for preparation of DPR including survey, Estimation for Providing white topping road to 100 feet from Hosur road service road to Ejipura Main road junction and other improvements in BTM Layout constituency**.**

2.2 Objectives

The main Objectives of this assignment are:

1) **The Objectives and the Scope of the Assignment shall be as follows**.

- To study the present condition of the road considered for the project.
- Identify the Developmental works in a comprehensive manner to be carried out for the road considered.
- To bring New Life to Under used Spaces.
- To prepare Detailed Project Report, Detailed Cost Estimate, Tender Documents and assist BSCC in Tender finalization.

2.2 Objectives

The main Objectives of this assignment are:

a. To prepare detailed Project Report along with Drawings, Designs, Specification and Bid Documents.
b. To study the existing scenario of the Project Site along with Engineering Studies such as Reconnaissance Survey, Topographical Survey, Geotechnical Investigation, etc.
d. To assist BSCC in Tender Finalization.

2.3 Scope of Services

The Consultant's Scope of Services shall consist of the following.

a. The Scope of the Work includes the Service Area within the Limit of BSCC proposed for those packages.
b. Conducting Reconnaissance Survey, Topographical Survey at the Proposed Sites.
c. Conducting Geotechnical Investigation, if required as per Relevant IS Standards , to arrive at the Design Parameters for the Formation
d. Conducting Technical and Environmental Feasibility Study of the Project Site in order to determine the Technical and Environmental Viability of the Project to an acceptable Design Standard for the proposed repairs, alteration, new construction etc., The Dimensional and Structural Design Standard, in order to optimise the Project, may be determined from the study.
e. Preparation of Detailed Project Report (DPR) along with Detailed Engineering Design and Drawing, Detailed Estimate as per the PW, P & IWTD Schedule Rates, rate Analysis, Technical Specification.
f. The Electricity, Water Supply and Sanitary Arrangements shall also be included in the DPR.
g. Preparation of Bill of Quantities.
h. Preparation of Bid Documents and providing assistance to BSCC in Tender Finalisation.
i. The BSCC shall provide the Consultant with available Reports, Data and Services appropriate to achieve the Objectives of the Study. However, the Consultant shall be responsible for the Analysis and Interpretation of all Data received, and to

undertake other Studies to validate the Data and give Conclusions and Recommendations derived from these Data.

j. The Details given in the Technical Conditions and Specifications taken in conjunction with the Study shall be reasonable. The Nature of the Overall Contract is such that after the Proposal, the Consultant shall be wholly responsible for all the Details of the Proposal, the Physical and Site Conditions, the execution Methodology, etc. All Data utilised in Preparation of the Proposal shall be presented indicating the Sources of the Data and also on the Basis of Assumptions, if any. The Consultant shall be responsible for all the Data or Design and drawings submitted by him.

Detailed justifications shall be provided wherever Deviations from Indian Standards Code of Practice, Indian Road Congress, Manual by Central Public Health and Environmental Engineering Organisation, Ministry of Urban Development and other standards are contemplated.

2.4 Reports and Time Schedule

2.4.1 Reports

The Consultant shall submit the Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper.

2.4.2 The Various Outputs required from the Work carried out stated in the Scope of Services are as follows:

Sl. No.	Description	Submission in Time from the Commencement of Services	No. of Copies
1.	Inception Report covering Approach and Methodology	10th day from the Start Date	5
2.	Feasibility Report	15th day from the Start Date	5
3.	Draft Detailed Project Report	20th day from the Start Date	5
4.	Final Detailed Project Report	25th day from the Start Date	5
6	Tender Document	30th day from the Start Date	3

2.5 Key Staff Requirement

It is expected that the Consultant's Study Team consists of the following Key Staff.

- Team Leader.
- Highway Engineer
- Electrical Engineer.
- Quantity Surveyor.
- Draftsman

These Key Persons shall adequately be supported by Technical, Administrative and Accounting Staff as appropriate.

2.6 BSCC Reviews

The BSCC shall make Periodic Reviews of the Progress of the Work but there are a number of Key Outputs, which will condition the Continuing Work. The Consultant shall also produce Working Papers on Important Issues as required by the BSCC.

Additionally, BSCC, if required, shall review Periodic Progress Reports and the Draft Bidding Documents and Supporting Materials.

2.7 Study Administration

The Executive Engineer (BTM Layout) Division, BSCC shall function as a Study Contract Coordinator to oversee the Study and provide a Principal Point of Contact on behalf of the Bengaluru South City Corporation.

SECTION 3

INFORMATION TO CONSULTANTS

3.1 Introduction

3.1.1 The Client named in the "Data Sheet" shall select a Firm among those Consultants who will

Submit the Proposal, in accordance with the Method of Selection indicated in the Data Sheet.

3.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal shall be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.

3.1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the Consultant under each phase shall be to the client's satisfaction before work begins for the next phase.

3.1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Client before submitting

a proposal and to attend a Pre bid meeting if one is specified in the Data Sheet. Attending the Pre bid meeting is optional. The Consultants' representatives shall contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre bid meeting. Consultants shall ensure that these officials are advised of the visit in adequate time to allow the Client to make appropriate arrangements.

3.1.5 The Client shall provide the inputs specified in the Data Sheet, assist the firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

3.1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

3.1.7 Bengaluru South City Corporation (BSCC) expects the Consultant to provide Professional, Objective and Impartial Advice and at all time hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Clients, or that may place him in a position of not being able to carry out the assignment in the best interest of the Client.

3.1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

(a) A Firm which has been engaged by the Client to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing consulting services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project, and any of his affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) The Consultant or any of his affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

3.1.7.2 As pointed out in para 3.1.7.1 (a) above, the Consultant may be hired for any extended work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Client whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

3.1.8 It is BSCC's policy to require that Consultant observe the highest standard of ethics during the execution of such Contracts. In pursuance of this policy, the BSCC

(a) defines, for the Purposes of this Provision, the terms set forth below as follows

(i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution and

(ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BSCC and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, non – competitive levels and to deprive BSCC of the benefits of free and open competition.

(b) Shall reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) Shall declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded BSCC Financed Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BSCC Financed Contract and

(d) Shall have the right to inspect Consultant's Accounts and Records relating to the Performance of the Contract and to have them audited by auditors appointed by BSCC.

3.1.9 The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by BSCC in accordance with the above sub para 3.1.8 (d).

3.1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

3.2 Clarification and Amendment of RFP Documents

3.2.1 The Consultant may request a Clarification of any item of the RFP Document upto the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's Address indicated in the Data Sheet. The Client shall respond by cable, telex, fax or electronic mail to such requests and shall send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the Consultants who intend to submit proposals.

3.2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Firm, modify the RFP Document by Amendment. Any Amendment shall publish in e-procurement portal through addenda. The Client may at its own discretion extend the deadline for the submission of Proposal.

3.3 Preparation of Proposal

3.3.1 The Consultants are requested to submit their Proposals (sub para 3.1.2) written in the Language(s) specified in the Data Sheet.

3.3.2 Technical Proposal

3.3.2.1 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail.

Material Deficiencies in providing the Information requested may result in rejection of a proposal.

3.3.2.2 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

(i) For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated by the Firm.

(ii) It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.

(iii) Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.

(iv) Alternative Key Professional Staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.

(v) Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Client's Official Language.

3.3.2.3 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 4**).

(i) A Brief Description of the Consultant's Organization and an outline of the recent experience on Assignments (**Section 4B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.

(ii) Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Client (**Section 4C**).

(iii) A Description of the Methodology and Work Plan for Performing the Assignment (**Section 4D**).

(iv)The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 4E**).

(v) CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 4F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various assignments during the last five years.

(vi) Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 4E and 4G**).

(vii) A Detailed Description of the proposed Methodology, Staffing proposed to be adopted for the Assignment.

(viii) The firm must have minimum 5 years of experience in the field of civil engineering consultancy in preparation of DPR, providing design, project management and Consulting services for State/Central Government and their undertaking agencies

(ix) Consultant should provide with latest Valid GST certificate should be submitted as proof along with latest paid GST returns copy to be uploaded

(x) Consultancy Firm Must Have A valid ISO certificate

(xi) Joint Tenders are not allowed. The offer of the Consultant, who does not qualify for the above pre-qualification norms, will not be considered for further evaluation

(xii) Consultant should visit the site and upload the GPS photo along with the confirmation letter duly certified by concerned Department engineer and it should be uploaded in procurement portal otherwise tender will rejected

(xiii) The Consultant compulsorily shall have valid & Licensed Auto CAD latest version, Required Printers & Plotters and other office Equipments necessary for Preparation of DPR along with Total station surveying machine, BBD / FWD testing equipment (MOU with other companies will be accepted).

(xiv) Any Additional Information requested in the Data Sheet.

3.3.2.4 The Technical Proposal shall not include any Financial Information.

3.3.3 Financial Proposal

3.3.3.1 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem, housing), Transportation (national and local, for mobilization and demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, etc. If appropriate, these Costs shall be broken down Activity wise.

3.3.3.2 The Consultants shall express the Price of their Services in Indian Rupees.

3.3.3.3 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Client shall make its best effort to complete Negotiations within this period. If the Client wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

3.4 Submission, Receipt and Opening of Proposals

3.4.1 The original Proposal [Technical Proposal and Financial Proposals (see Para 3.1.2 of Data Sheet)] must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal.

3.4.2 An Authorized Representative of the Consultant shall initial all pages of the Proposal. The Representative's Authorization shall be confirmed by a Written Power of Attorney accompanying the Proposal.

3.4.3 After the Deadline for Submission of Proposals, the Technical Proposal shall be opened immediately by the Evaluation Committee. The Financial Proposal shall remain unopened with the Client and will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

3.4.4 Consultants shall upload all the Signed, Sealed and Scanned Copies of Certificates pertaining to their Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

3.5 Proposal Evaluation

3.5.1 General

3.5.1.1 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Client in the Client's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.

3.5.1.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

3.5.2 Evaluation of Technical Proposals

The Evaluation Committee appointed by the Client as a whole and each of its Members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

3.5.3 Public Opening and Evaluation of Financial Proposals, Ranking

3.5.3.1 After the Evaluation of all the Technical Proposals are completed, the Client shall notify those Consultants whose proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall be returned unopened after completing the Selection Process. The Client shall simultaneously notify the Consultants that have secured the minimum Qualifying Mark, indicating the Date and Time set for opening the Financial Proposals. The Opening Date shall not be sooner than one

week after the Notification Date. The Notification may be sent by registered letter, cable, telex, fax or electronic mail.

3.5.3.2 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare Minutes of the Public Opening.

3.5.3.3 The Evaluation Committee shall determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any Computational Errors.

3.5.3.4 The Client shall select the Lowest Proposal ('evaluated' price) among those that have passed the Minimum Technical score. The selected Consultant shall be invited for Negotiations.

3.6 Negotiations

3.6.1 Negotiations shall be held at the Address indicated in the Data Sheet. The Aim is to reach an Agreement on all Points and sign a Contract.

3.6.2 Negotiations shall include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Client and Consultant shall then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, and Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Client to ensure satisfactory implementation of the Assignment.

3.6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no breakdown of fee) nor other Proposed Unit Rates.

3.6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Client expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Client shall require Assurances that the Experts shall be actually available. The Client shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the proposal was without confirming their availability, the Consultant may be disqualified.

3.6.5 The Negotiation shall conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Client and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that

a Contract with Reasonable Terms cannot be concluded with this Consultant, the Client shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

3.7 Award of Contract

3.7.1 The Contract shall be awarded following Negotiations. After Negotiations are completed, the Client shall promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub para 3.5.2).

3.7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

3.8 Confidentiality

Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

DATA SHEET

INFORMATION TO CONSULTANTS

Clause Reference

3.1.1 The Name of the Client: **The Commissioner, Bengaluru South City Corporation (BSCC)**

The Method of Selection: Least Cost Service **(LCS)**

3.1.2 A Technical Proposal and a Financial Proposal are requested: **Yes**

The Name of the Assignment: **"**Consultancy services for preparation of DPR including survey, Estimation for Providing white topping road to 100 feet from Hosur road service road to Ejipura Main road junction and other improvements in BTM Layout constituency"

3.1.3 The Assignment is phased: **No.**

3.1.4 A Pre Proposal Conference will be held: **Yes.**

3.1.5 The Client shall provide the following inputs: **No.**

3.1.7.2 The Client envisages the need for continuity for any Extended Work: **No.**

3.1.10 The Clauses on Fraud and Corruption in the Contract are **Sub Clause 2.7.1 of General Conditions of Contract**.

3.2.1 Clarifications may be requested upto **two days prior to Proposal Submission Date**.

The Address for Requesting Clarification: **The Executive Engineer (BTM Layout), Bengaluru South City Corporation (BSCC), Adugodi, Bangalore- 560030.**

3.3.1 Proposals should be submitted in the following Language(s): **English**.

(i) Shortlisted consultant may associate with other shortlisted consultant: NO

(ii) The firm should have completed 5 years of experience in field of DPR preparation.

(iii) The estimated number of key professional staff months required for the assignment is: **to be** furnished by Consultant based on the Scope of Work.

(iv) Consultants should have achieved in at least each of two financial years a minimum financial turnover of 60 Lakhs from 2021-22 to 2025-26.

(v) Carried out preparation of DPR for Road work not less than 50% of the Project cost undersigned by the Not Below the rank of Executive Engineer.

(vi) Consultants should have MoRTH & IS & IRC Knowledge for road Related works Should Prescribe.

3.3.2.2 (i) The Estimated Number of Key Professional Staff Months required for the Assignment: **to be furnished by Consultant**

(iii) The Minimum Required Experience of the Proposed Key Professional Staff:

- *Team Leader:* Post-Graduate in Structural Engineering / Highway Engineering, having a minimum of 10 years of total professional experience, including at least 5 years of experience in similar DPR projects. The Team Leader shall be responsible for overall coordination and supervision of the DPR preparation activities, review of surveys and investigations, technical studies, designs, drawings, estimates, BOQ, and ensuring timely preparation and submission of the DPR in accordance with the project requirements and applicable standards.
- *Highway Engineer:* Post-Graduate in Highway Engineering, having a minimum of 3 years of total professional experience, including at least 3 years of experience in similar DPR projects. The Team Leader shall be responsible for overall coordination and supervision of the DPR preparation activities, review of surveys and investigations, technical studies, designs, drawings, estimates, BOQ, and ensuring timely preparation and submission of the DPR in accordance with the project requirements and applicable standards.
- *Electrical Engineer:* Graduate in Electrical Engineering, having a minimum of 3 years of total professional experience, including at least 5 years of experience in similar DPR projects. The Electrical

Engineer shall be responsible for electrical assessment, preparation and review of electrical drawings and design calculations, preparation of technical specifications, and providing electrical inputs for the DPR

- *Quantity surveyor:* Graduate in Civil Engineering with a minimum of 5 years of total professional experience, including at least 3 years of experience in similar DPR projects. The Quantity Surveyor shall be responsible for preparation of detailed quantity estimates, rate analysis, Bill of Quantities (BOQ), cost estimates, checking quantities derived from drawings, and ensuring accuracy and consistency of the financial components of the DPR.
- *Draftsman:* Diploma/ITI in Civil Engineering or equivalent qualification with a minimum of 3 years of total professional experience, including at least 1 year of experience in similar DPR projects. The Draftsman shall be responsible for preparation and modification of engineering drawings, layout plans, plan and profile drawings, cross-sections, structural drawings, detail drawings, quantity drawings and other DPR-related drawings based on survey data, design inputs and instructions from the technical team. The Draftsman shall also ensure accuracy, clarity and consistency of drawings and incorporate necessary revisions during the DPR preparation process.

(v) Reports which are part of the assignment must be written in: **English**.

3.3.2.3 (viii) Additional Information in the Technical Proposal includes: **Nil**.

3.3.3.3 Proposals must remain valid **90** Days after the Proposal Submission Date.

3.4 The Number of Points to be given under each of the Evaluation Criteria is:

(i) Specific Experience of the Consultant related to the Assignment of Similar Nature of work in last 3 years
20 points

(ii) Adequacy of the Proposed Work Plan and Methodology in response to the TOR
Site appreciation Project Time Scheduling
15 points

(iii) Consultants should have achieved in at least each of two financial years a minimum financial turnover of 60 Lakhs from 2021-22 to 2025-26. **20 points**

(iii) Qualification and Competence of the Key Professional Staff for the Assignment along with all necessary equipments, machines required for preparation of DPR
45 points

Total
100 points

The Number of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment is

	Points
(i) General Qualification • Educational Qualification • Experience in Civil Consultancy Field	**30**
(ii) Adequacy for the Project • Experience in similar nature work	60
(iii) Experience in Region and Language • Knowledge in Kannada	**10**
	Total
	100

The minimum Technical Score required passing: **75 Points**

3.6.1 The Address for Negotiations is: **The Executive Engineer (BTM Layout) Division Bengaluru South City Corporation (BSCC), Audugodi, Bangalore – 560 030**.

3.7.2 The assignment is expected to commence immediately at Bangalore.

SECTION 4

TECHNICAL PROPOSAL – STANDARD FORMS

4A. Technical Proposal Submission form.

4B. Consultant's References.

4C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Client.

4D. Description of the Methodology and Work Plan for Performing the Assignment.

4E. Team Composition and Task Assignments.

4F. Format of Curriculum Vitae of Proposed Key Professional Staff.

4G. Time Schedule for Professional Personnel.

4H. Activity (Work) Schedule.

4A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant) To: (Name and Address of Client)

_____
_____
_____
_____
_____
_____

Dear Sir

Subject: **"**Consultancy services for preparation of DPR including survey, Estimation for Providing white topping road to 100 feet from Hosur road service road to Ejipura Main road junction and other improvements in BTM Layout constituency"**– Technical Proposal reg.**

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

4B. CONSULTANT'S REFERENCES

Relevant Services carried out in the Last Two Years that best illustrate Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key Professional Staff provided by Your Firm / Entity (profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff Months, Duration of Assignment:</td></tr>
<tr><td>Start Date (Month / Year):</td><td>Completion Date (Month / Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key Professional Staffs provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

4C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference

1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Client

1.

2.

3.

4.

5.

Consultant's Name: _____

4D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFOMING THE ASSIGNMENT

Consultant's Name: _____

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

Consultant's Name: _____

4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: ……
Name of the Consultant: ……
Name of Staff: ……
Profession: ……
Date of Birth: ……
Years with Firm / Entity: …… Nationality: ……
Membership in Professional Societies: ……
Detailed Tasks Assigned: ……

Key Qualifications:
[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

Education:
[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

Employment Record:
[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Client References, where appropriate. Use about two pages.]

Languages:
[For each Language indicates Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

Date:

[Signature of Staff Member and Authorized Representative of the Consultant]

Day / Month / Year

Full Name of Staff Member: ……

Full Name of Authorized Representative: ……

Consultant's Name: _____

4G. TIME SCHEDULE FOR PROFFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/ Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Sub total (1)
2.																Sub total (2)
3.																Sub total (3)
4.																Sub total (4)

Full time: _____ Part time: _____
Reports Due: _____
Activities Duration: _____

Signature: _____
(Authorized Representative)
Full Name: _____
Title: _____
Address:

* The Schedule should be for the Period of Completion of Assignment

4H. ACTIVITY (WORKS) SCHEDULE

A. Field Investigation and Study Items:

		Month wise Program (in form of Bar Chart)[++] [*1st, 2nd, etc. are from the Start of Assignment*]											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

[++] The Program should be Period of Completion of Assignment.

B. Completion and Submission of Reports

Reports[*]	*Programme: (Date)*
1. Inception Report	
2. Feasibility Report	
3. Draft Detailed Project Report	
4. Final Detailed Project Report	
5. Tender Document	

[*]**Modify as required for the Assignment**

SECTION 5

FINANCIAL PROPOSAL – STANDARD FORMS

5A. Financial Proposal Submission Form

5B. Summary of Costs

5C. Breakdown of Costs

5A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant) To: (Name and Address of Client)

_____
_____
_____
_____

Dear Sir

Subject: "Consultancy services for preparation of DPR including survey, Estimation for Providing white topping road to 100 feet from Hosur road service road to Ejipura Main road junction and other improvements in BTM Layout constituency" **–** Financial Proposal reg**.**

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

5B. SUMMARY OF COSTS

Sl. No.	*Description*[@]	*Amount (Rupees)*
1.	Remuneration for Key Professional Staff	
2.	Supporting Staff	
3.	Transportation	
4.	Duty Travel to Site	
5.	Office Rent	
6.	Office Supplies, Utilities and Communication	
7.	Office Furniture and Equipment	
8.	Reports and Document Printing	
9.	Surveys	
	Total Cost	
	Service Tax	
	Total Cost (Including Service Tax)	

Note: The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per Stipulations of the Special Conditions of Contract. The Break up of Cost as given in Format 5C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 3.6 of the Information to Consultants.

[@] Modify the Items as appropriate for the Consultancy Assignment.

5C. BREAKDOWN OF COSTS (Rs.)

I. REMUNERATION FOR STAFF

Sl. No.	*Position*	*Name*	*Rate* (Rs.)*	*SM*	*Amount (Rs.)*
	Key Professional Staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub Total				
	Sub Key Professional Staff				
1.					
2.					
3.					
4.					
5.					
	Sub Total				
	Total				

SM – Staff Month

II. REMUNERATION FOR SUPPORT STAFF

Sl. No.	*Position*	*Name*	*Rate* (Rs.)*	*SM*	*Amount (Rs.)*
1. 2. 3. 4.					
				Total	

SM – Staff Month

* Provide the Break up of the Rates to show the Basic Salary, Social Costs and Overhead.

III. Transportation (Reimbursable)# Total:

IV. Duty Travel to Site (Reimbursable)# Total:

V. Office Rent (Reimbursable)# Total:

Prepare Details as Appropriate for the Consultancy Assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

Sl. No.	Item*	Months	Monthly Rate (Rs.)	Amount (Rs.)
1. 2. 3. 4.				

Total

----

* Prepare Details as Appropriate for the Consultancy Assignment.

VII. Office Furniture and Equipment (Reimbursable)

Sl. No.	Description*	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1. 2. 3. 4.	**Office Furniture (Purchase)**				
1. 2. 3. 4.	**Office Equipment (Purchase)**				
				Total	

* Prepare Details as Appropriate for the Consultancy Assignment.

VIII. Reports and Document Printing

Sl. No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1. 2. 3. 4.					

5.					
				Total	

IX. Topographical Surveys (if any)*

* Prepare Details as Appropriate for the Consultancy Assignment.

SECTION 6

CONTRACT FOR CONSULTANT'S SERVICES

Between

The ----------
Bengaluru South City Corporation

and

_____

[Name of Consultants]

Date:

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Appendix D – Services and Facilities to be provided by the Client
Appendix E – Breakdown of Contract Price in Indian Rupees

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of the month of _____, 2012, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

WHEREAS

(a) The Client has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").

(b) The Consultant, having represented to the Client that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:
   Appendix A: Description of the Services
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel and Sub consultants
   Appendix D: Services and Facilities to be provided by the Client
   Appendix E: Breakdown of Contract Price

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.*]

2. The Mutual Rights and Obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
   (b) The Client shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CONSULTANT]
By

FOR AND ON BEHALF OF [NAME OF CLIENT]
By (Authorized Representative)

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.
(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
(c) "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
(d) "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
(e) "GC" mean the General Conditions of Contract.
(f) "Government" means the Government of Karnataka.
(g) "Local Currency" means Indian Rupees.
(h) "Member", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Client under this Contract.
(i) "Party" means the Client or the Consultant, as the case may be, and Parties means both of them.
(j) "Personnel" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.
(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contact may be amended or supplemented.
(l) "Services" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.
(m) "Sub Consultant" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
(n) 'Third party" means any Person or Entity other than the Government, the Client, the Consultant, or a Sub Consultant.

1.2 Law Governing the Contract

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

1.4 Notices

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Client may approve such Locations whether in Karnataka or elsewhere.

1.6 Authorized Representatives

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the Officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the Terms and Conditions of this Contract may include Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an Event which is beyond the Reasonable Control of a Party, and which makes a Party's Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The Failure of a Party to fulfill any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

2.5.3 Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

2.5.4 Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension

The Client may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the Consultant to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant of such Notice of Suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a) If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing.
b) If the Consultant (or any of their Members) becomes insolvent or bankrupt.
c) If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
d) If the Consultant, in the Judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this Clause

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.

ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Client, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Client of the Benefits of Free and Open Competition.

e) If the Client, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Client, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

a) If the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.
b) If the Client is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receipt by the Client of the Consultant's Notice specifying such Breach.
c) If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 days.

2.7.3 Cessation of Rights and Obligations

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

(i) Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.

(ii) The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.

(iii) Any Right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Client shall make the following payments to the Consultant.

(a) Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.

(b) Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3.0 Obligations of the Consultant

3.1 General

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub Consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant’s Sole Remuneration in connection with this Contract or the Services, and

the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultant, as part of the Services, have the Responsibility of advising the Client on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Client. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Client.

3.2.3 Consultant and Affiliates not to engage in certain Activities

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

(a) During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or

(b) After the Termination of this Contract, such other Activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Client's Business or Operations without the Prior Written Consent of the Client.

3.4 Insurance to be taken out by the Consultant

Deleted.

3.5 Consultant's Actions requiring Client's Prior Approval

The Consultant shall obtain the Client's Prior approval in Writing before taking any of the following Actions.

(a) Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Client prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
(b) Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
(c) Any other Action that may be specified in the SC.

3.6 Reporting Obligations

The Consultant shall submit to the Client the Reports and Documents specified in Appendix B in the form, in the Numbers, and within the Periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to be the Property of the Client

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Client, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Client, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

3.8 Equipment and Materials furnished by the Client

Equipment and Materials made available to the Consultant by the Client or purchased by the Consultant with Funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make available to the Client in accordance with the Client's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the Expense of the Client in an amount equal to their Replacement Value.

4.0 Consultant's Personnel and Sub Consultants

4.1 Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Client.

4.2 Removal and / or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.

(b) If the Client finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Client's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Client.
(c) The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

5.0 Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall

(a) Issue to Officials, Agents and Representatives of the Government all such Instructions as may be necessary or appropriate for the Prompt and Effective Implementation of the Services.
(b) Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
(c) Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

6.0 Payment to the Consultant

6.1 Lump Sum Remuneration

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract Price is set forth in the SC.

6.3 Payment for Additional Services

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Client specifying the amount due.

7.0 Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

7.2 Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party’s request for such Amicable Settlement may be submitted by either party for Settlement in accordance with the Provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

GC Clause Reference

1.1 (h)] The Member in Charge is Executive Engineer (Project South)

1.4][1] The Addresses are:

Client : The Commissioner
Bruhat Bangalore Mahanagara Palike

Attention : _____
Telex : _____
Fax : _____
E–mail : _____

Consultant : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Notice shall be deemed to be effective as follows:

(a) In the case of Personal Delivery or Registered Mail, on delivery.
(b) In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
(c) In the case of Telegrams, 24 hours following Confirmed Transmission and
(d) In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6 The Authorized Representatives are:

For the Client:

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Client shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

However, the Consultancy Service Tax payable for this Consultancy Services shall be paid / reimbursed by the Client separately as per the prevailing rate.

2.1]The Date on which this Contract shall come into Effect is: The Date of Agreement.

2.2] Commencement of Services shall be as mentioned in the GC.

2.3] Expiration of Contract shall be 4 months from the Date of Effectiveness of Contract.

3.5 (c)] Deleted.

3.7] The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

5.1 (c)] Deleted.

6.2] The Amount of Contract is Rs. _____.

6.4] **Payment Schedule**

(i) 15% of Contract Price: On Submission of Inception Report.
(ii) 25% of Contract Price: On Submission of Feasibility Report.
(iii) 20% of Contract Price: On Submission of Draft Detailed Project Report.
(iv) 30% of Contract Price: On Submission of Final Detailed Project Report.
(v) 10% of Contract Price: On Submission of Tender Document.

7.2] Disputes shall be settled by Arbitration in accordance with the following provisions.

7.2.1] **Selection of Arbitrators**

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole Arbitrator or an Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

(a) Where the Parties agree that the Dispute concerns a Technical Matter, they may agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitrator within thirty (30) days after Receipt by the other Party of the Proposal of a Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi, for a List of not fewer than five Nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee has not been determined in this manner within sixty (60) days of the Date of the List, the President, Institution of Engineers India, New Delhi, shall appoint, upon the Request of either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the Dispute concerns a Technical Matter, the Client and the Consultant shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named by the Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If in a Dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its Arbitrator within thirty (30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a Sole Arbitrator for the Matter in Dispute, and the Arbitrator appointed pursuant to such Application shall be the Sole Arbitrator for the Dispute.

7.2.2 Rules of Procedure

Arbitration Proceedings shall be conducted in accordance with the Procedure of the Arbitration and Conciliation act 1996, of India.

7.2.3 **Substitute Arbitrators**

If for any reason an Arbitrator is unable to perform his Function, a Substitute shall be appointed in the same manner as the Original Arbitrator.

7.2.4 **Qualifications of Arbitrators**

The Sole Arbitrator or the Third Arbitrator appointed pursuant to Paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized Legal or Technical Expert with Extensive Experience in relation to the Matter in Dispute.

7.2.5 **Miscellaneous**

In any Arbitration proceeding here under

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The Decision of the Sole Arbitrator or of a Majority of the Arbitrators (or of the Third Arbitrator if there is no such Majority) shall be final and binding and shall be enforceable in any Court of Competent Jurisdiction, and the Parties hereby waive any Objections to or Claims of Immunity in respect of such Enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

Appendix C: Key Personnel and Sub Consultants

[List hereunder:

C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

Appendix D: Services and Facilities to be provided by the Client

[List hereunder:

F – 1 Services, Facilities and Property to be made available to the Consultant by the Client.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).

2. Reimbursable Expenditures:
   This appendix shall exclusively be used for determining remuneration for Additional Services.